

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

DUANE DAVIS, et al.

VS.

**FLARE IGNITORS &
RENTALS, INC., et al.**

§
§
§
§
§
§

Civil Action No. SA-11-CV-00450 OG

**JOINT MOTION FOR COURT APPROVAL OF SETTLEMENT AND
STIPULATION OF DISMISSAL WITH PREJUDICE**

COME NOW Plaintiffs Chris Arthur, Christopher Baze, David Bechtold, Jr., Sammy Cobbs, Bryan Cook, Barry Craigen, Duane Davis, Neal Hadden, Jimmy Hughes, Timothy Huizar, Michael Kale, Joshua McElligott, Billy Milner, Mark Oldenkamp, Ty Parmer, James Parsley, Christopher Rittenberry, David Steward, Robert Tanner, Joseph Valdez, Jr., Jason Ward, Heath Wilson & Casey Woods (collectively, hereinafter referred to as "Plaintiffs") & Defendant Flare Ignitors Holdings, Inc., Flare Ignitors & Rentals, LLC and Flare Ignitors Pipeline & Refinery, LLC ("Defendants"). Plaintiffs and Defendants will show the Court the following:

1. The parties have agreed to settle this case. The precise terms of the settlement are confidential.¹
2. The parties submit and agree that this settlement is in all respects a fair and reasonable resolution of a bona fide dispute under the FLSA and other legal claims.
3. The parties stipulate that Defendants will pay the sum contemplated by the above-described settlement immediately upon Court approval of the Settlement Agreement and

¹ This Court's approval of the Parties' private settlement of claims, which includes Plaintiffs' claims under the FLSA, may not be required. See, e.g., *Martin v. Spring Break '83 Prods., LLC*, No. 11-30671, 2012 U.S. App. LEXIS 15285 (5TH Cir. July 24, 2012); *Martinez v. Bohls Bearing Co.*, 361 F. Supp. 2d 608, 630 (W.D. Tex. 2005); *Sepulveda v. Southwest Bus. Corp.*, No. SA-08-CA-0810-XR, 2009 U.S. Dist. LEXIS 93072, at *4-5 n.1 (W.D. Tex. Oct. 5, 2009). Nonetheless, in an abundance of caution, and without prejudice to their respective positions regarding the necessity of Court approval of this or any other settlement in this matter, the Parties request that the Court approve of their confidential settlement.

entry of Order of Dismissal. The parties further stipulate that Plaintiffs are not a prevailing party for purposes of any award of attorneys' fees or costs and that they do not seek recovery of any attorneys' fees or costs in this matter, except as specifically provided in the parties' agreements with their counsel, which provision Plaintiffs and their attorneys agree accurately represent appropriate attorneys' fees and costs associated with the prosecution of Plaintiffs' claims in this cause.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs and Defendants pray that this settlement will be approved and this lawsuit will be dismissed with prejudice.

Respectfully submitted,

PONCIO LAW OFFICES, PC
5410 Fredericksburg Road, Suite 109
San Antonio, Texas 78229-3550
(210) 212-7979
(210) 212-5880 (Fax)

By: 

Adam Poncio
State Bar No. 16109800

Christopher McJunkin
State Bar No. 13686525
2842 Lawnview Street
Corpus Christi, Texas 78404
(361) 882-5747
(361) 882-8926

ATTORNEYS FOR PLAINTIFFS

COX SMITH MATTHEWS INCORPORATED
112 East Pecan Street, Suite 1800
San Antonio, Texas 78205
Telephone: (210) 554-5500
Facsimile: (210) 226-8395

By: 

Ramon D. Bissmeyer
State Bar No. 00787088
rbissmeyer@coxsmith.com
Cora McGowan Kothmann
State Bar No. 24060258
ckothmann@coxsmith.com

ATTORNEYS FOR DEFENDANTS